

SERVICE CONTRACT FOR HEALTH & SAFETY AND ENVIRONMENTAL PROTECTION JOBS	UGOVOR O PRUŽANJU USLUGA U VEZI SA ZDRAVLJEM I BEZBEDNOŠĆU I ZAŠTITOM ŽIVOTNE SREDINE
This Contract (hereinafter referred to as: the Contract) has been reached in Belgrade, on 15.09.2021. by and between:	Ovaj ugovor (u daljem tekstu: Ugovor) zaključen je u Beogradu, dana 15.09.2021. između:
1. CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, Augusta Cesarca 27, 3, Beograd-Savski venac, registration no.: 29507031, TIN: 109874997 (hereinafter referred to as: <i>the Client</i>)	1. CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, Augusta Cesarca 27, Beograd-Savski venac, matični broj: 29507031, PIB: 109874997 (u daljem tekstu označen kao: <i>Klijent</i>)
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2. INSTITUT ALFAPREVING DOO, BEOGRAD, with an address: Internacionalnih brigada 22/21, Belgrade, registration no.: 20217308, TIN: 104705620 (hereinafter referred to as: <i>Service Provider</i>)	2. INSTITUT ALFAPREVING DOO, BEOGRAD, Internacionalnih brigada 22/21, Beograd, matični broj: 20217308, PIB: 104705620 (u daljem tekstu označen kao: <i>Pružalac usluga</i>)
(hereinafter individually referred to as: <i>a Party</i> and jointly referred to as: <i>the Parties</i>)	(u daljem tekstu pojedinačno označeni kao: <i>Ugovorna strana</i> i zajednički označeni kao: <i>Ugovorne strane</i>)
WHEREAS	S OBZIROM DA
The Client expressed its intention for hiring a company licensed for providing health&safety at work and environment protection services in respect to the implementation of the project of modernization and reconstruction of the Railway Novi Sad-Subotica (state border) (hereinafter: <i>the Project</i>).	Klijent je izrazio nameru da angažuje kompaniju licenciranu za pružanje usluga iz oblasti bezbednosti i zdravlja na radu i poslova zaštite životne sredine u vezi sa realizacijom projekta modernizacije i rekonstrukcije pruge Novi Sad-Subotica (državna granica) (u daljem tekstu: <i>Projekat</i>).
The Service Provider is willing to provide the mentioned services to the Client and declares that it is fully skilled and has the required equipment and the capacity to provide the services under this Contract.	Pružalac usluga je spreman da Klijentu pruži pomenute usluge i izjavljuje da je potpuno osposobljen, da ima neophodnu opremu i da poseduje kapacitete da pruži usluge iz ovog Ugovora.
Taking into account the mutual obligations and agreements contained in this Contract, the Parties hereby agree and commit on, as follows:	Uzimajući u obzir uzajamne obaveze i dogovor u sadržan u ovom Ugovoru, Ugovorne strane su saglasne i obavezuju se, kako sledi:
Article 1 – Contract documents	Član 1 – Ugovorna dokumentacija
1.1. The following documents shall be considered as the legal grounds for the	1.1. Sledeća dokumenta smatraće se pravnim osnovom za pružanje usluga iz ovog



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services under this Contract:	Ugovora:
a) Health and Safety at Work Law; b) Rulebook on protection at work during construction works; c) Regulations on proceedings and procedures of inspection (supervision) over the implementation of health and safety measures (H&S); d) Environmental Protection Law; e) Any other document regulating occupational safety and health and environmental protection, which is relevant for the implementation of construction projects.	a) Zakon o bezbednosti i zdravlju na radu; b) Pravilnik o zaštiti na radu pri izvođenju građevinskih radova; c) Propisi koji regulišu postupke i procedure inspeksijskog pregleda (nadzora) nad sprovođenjem mera bezbednosti i zdravlja na radu (BZR); d) Zakon o zaštiti životne sredine; e) Svaki drugi dokument koji reguliše bezbednost i zdravlje na radu i zaštitu životne sredine, koji je relevantan za realizaciju građevinskih projekata.
Article 2 – Scope of works	Član 2 – Obim posla
2.1. The Service Provider shall perform the services to the satisfaction of the Client in accordance with the relevant regulations of the Republic of Serbia:	2.1. Pružalac usluga obavlja usluge na zadovoljstvo Klijenta u skladu sa relevantnim propisima Republike Srbije:
a) Servicing activities of health and safety at work related to the Project (Health and safety manager); b) Coordination servicing activities of health and safety at work to eliminate risk in business (Coordinator - Coordinator for the implementation of joint measures to ensure the safety and health of all employees); c) Servicing activities of environmental protection related to the Project; d) Preparation of technical documentation in the field of safety and health at work that includes: – preparation of safety and health data for the needs of the main project i.e. harmonization of the Plan of preventive measures on the construction site in accordance with the needs of the project and drafting of the method statement; – preparation of construction site health and safety plan (H&S plan/EUG) and delivery to the Labour Inspectorate; – documentation preparation in the field of health and safety at work for the Client in accordance with the Health and Safety Law: • Rules and training program for health and safety at work;	a) Servisiranje poslova bezbednosti i zdravlja na radu u vezi sa Projektom (Lice za bezbednost i zdravlje na radu); b) Koordiniranje poslova bezbednosti i zdravlja na radu za otklanjanje rizika u poslovanju (Koordinator-lice za koordinaciju sprovođenja zajedničkih mera kojima se obezbeđuje bezbednost i zdravlje svih zaposlenih); c) Servisira poslove zaštite životne sredine u vezi sa Projektom; d) Izrada projektno-tehničke dokumentacije iz oblasti bezbednosti i zdravlja na radu, što obuhvata: – izrada priloga iz bezbednosti i zdravlja na radu za potrebe glavnog projekta tj. usklađivanje Plana preventivnih mera na gradilištu saglasno potrebama projekta i izrada method statementa – izrada Elaborata o uređenju gradilišta i predaja Inspektoratu za rad; – izrada dokumentacije iz oblasti bezbednosti i zdravlja na radu za potrebe Klijenta u skladu sa Zakonom o bezbednosti i zdravlju na radu: • Pravilnik i Program osposobljavanja za bezbedan i zdrav rad; • Akt o proceni rizika na radnom mestu i u radnoj okolini za

• Risk Assessment in the workplace and work environment at the construction site and for the Client's office space; e) Preparation of technical documentation in the field of environmental protection and waste management: – Environmental action plan (EAP); – Plan for Environmental Monitoring;	predmetno gradilište i Klijentov poslovni prostor; e) Izrada projektno-tehničke dokumentacije iz oblasti zaštite životne sredine i upravljanja otpadom: – akcioni plan zaštite životne sredine; – izrada Plana monitoringa životne sredine;
2.2. However, unless otherwise agreed by the Parties, the Scope of Works does not include the following services: a) Service of health care – Medical examinations for employees – Arranging of health services for the Client's workers is possible with one of the private clinics (general or individual for each worker). b) Services of a reference laboratory for environmental parameters analysis. – Sampling of water, soil, air, communal noise and technological waste. – Determining the parameters before starting work and monitoring during works (periodical testing) and testing at the end of works. c) Supply with material - Providing the notice boards, warning signs and signaling of safety and health at construction site d) Providing physical and technical security support services on site (guards at site).	2.2. Međutim, osim ukoliko nije drugačije dogovoreno od strane Ugovornih strana, obim posla ne obuhvata sledeće usluge: a) Poslove zdravstvenog tretmana – Zdravstveni pregledi zaposlenih – Moguće je organizovanje zdravstvenih usluga za radnike Klijenta sa nekom od privatnih klinika (ugovoriti u globalu ili po radniku pojedinačno). b) Poslovi referentnih laboratorija za analizu parametara životne sredine. – Uzorkovanje vode, tla, vazduha, komunalne buke i tehnološkog otpada. – Utvrđivanje parametara pre početka radova i kontrola u toku radova (periodična ispitivanja) i ispitivanja na kraju radova. c) Snabdevanje materijalom - Obezbeđivanje tabla obaveštenja, upozorenja i signalizacije bezbednosti i zdravlja na radu na gradilištu d) Obezbeđivanje službe fizičko tehničkog obezbeđenja gradilišta (čuvara na gradilištu).
Article 3 - Definitions and interpretation	Član 3 – Definicije i interpretacija
3.1. <i>Client Staff</i> is a representative of the Client and all the staff at the Client's site, which includes staff, employees, and other persons of the Client and all Client's subcontractors, and all the other staff that assists the Client during the execution of the Project.	3.1. <i>Osoblje Klijenta</i> je predstavnik klijenta i svo osoblje Klijenta na gradilištu, koje uključuje osoblje, zaposlene i druga lica Klijenta i svih podizvođača Klijenta, kao i sve ostalo osoblje koje pomaže Klijentu tokom izvođenja Projekta.
3.2. <i>The representative of the Service Provider</i> is a person mentioned in the Contract as a Service Provider or a person appointed by the Service Provider in accordance with the provisions of the Contract that act on behalf of Service Provider.	3.2. <i>Predstavnik pružaoca usluga</i> je osoba pomenuta u ugovoru kao Pružalac usluga ili osoba imenovana od strane Pružaoca usluga u skladu sa odredbama Ugovora da deluje u ime Pružaoca usluga.
3.3. <i>The Service Provider staff</i> is a	3.3. <i>Osoblje Pružaoca usluga</i> je predstavnik

representative of the Service Provider and its staff who Service provider employs on-site as well as other personnel acting on behalf of the Service Providers during the works in accordance with the provisions of this Contract.	Pružaoća usluga i osoblje koje Pružalac usluga uposli na gradilištu, kao i drugo osoblje koje deluje u ime Pružaoća usluga tokom radova u skladu sa odredbama ovog Ugovora.
3.4. <i>Contractor</i> means the company CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD	3.4. <i>Izvođač radova</i> podrazumeva kompaniju CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD.
3.5. <i>Subcontractor</i> is a person appointed as a subcontractor for part of the works and services in respect to the Project in accordance with the Commercial Contract, as well as its legal successors.	3.5. <i>Podizvođač</i> je lice imenovano za podizvođača za deo radova i usluga u vezi sa Projektom u skladu sa Komercijalnim ugovorom, kao i njegovi pravni sledbenici.
Article 4 – Client Obligation	Član 4 – Obaveze Klijenta
4.1. The Client is obliged to make the Service Provider familiar with specific construction technology and methods used during the process of execution of the Project.	4.1. Klijent je dužan da Pružaoća usluga obavesti o specifičnoj građevinskoj tehnologiji i metodima koji se koriste u procesu izvršenja Projekta.
4.2. The Client is obliged to enable the Service Provider to access to all necessary technical data in respect of technology of execution of the Project.	4.2. Klijent se obavezuje da će Pružaoću usluga dati sve neophodne tehničko-tehnološke podatke u vezi sa poslovima izvršenja projekta.
4.3. If necessary, the Client is obliged to cooperate with the Service Provider so that the Service Provider can fully fulfill its obligations successfully.	4.3. Ako je neophodno, Klijent se obavezuje da sarađuje sa Pružaoćem usluga, kako bi Pružaoća usluga mogao da u potpunosti ispuni svoje obaveze uspešno.
4.4. The Client shall cooperate with coordinator of the Service Provider who will manage, supervise and control health and safety, and environmental protection works of the Subcontractors.	4.4. Klijent će sarađivati sa koordinatorom Pružaoća usluga koji će da upravlja, nadgleda i kontroliše poslove bezbednosti i zdravlja i poslove zaštite životne sredine Podizvođača.
4.5. The Client is obliged to provide for the Service Provider working place within office at construction site, with accessories (one working table and chair and internet connection) at its own cost.	4.5. Klijent se obavezuje da Pružaoću usluga obezbedi radni prostor u okviru kancelarije na gradilištu, sa pripadajućom opremom (radni sto, stolica i internet konekcija) o svom trošku.
4.6. The Client is obliged to, in particular, perform the obligations (including, but not limited to the following):	4.6. Klijent je obavezan da naročito izvršava sledeće obaveze (uključujući ali ne ograničavajući se na sledeće):
a) to inform the Service Provider in writing, within 7 days, if it has started the construction of a new facility or the new site is opened, or in the event of any changes in the technological process;	a) da najkasnije 7 dana od početka izgradnje novog objekta ili otvaranja novog gradilišta ili u slučaju promena u tehnološkom procesu o tome pismeno obavesti Pružaoća usluga;
b) to provide and undertake all measures in order for the employees to implement and	b) da obezbedi i preduzme mere da zaposleni sprovedu i poštuju sve propisane mere za

comply with all prescribed measures for health and safety at work, as well as to sanction non-compliance; c) to comply with all proposals, instructions and/or recommendations of Service Providers regarding improving health and safety at work; d) to comply with Service Provider's written prohibition to work or to use the means of work, in case when the Service Provider finds an immediate danger to life and health of employees; e) to engage only qualified, medically fit and trained (skilled) workers; f) to provide proper medical examinations for engaged workers, prior to sending them to work on high risk job positions; g) to obtain and keep required documentation in respect to the work equipment (machinery and devices) in Serbian language before the installation at working position, inspected and tested in terms of safety for use; h) to provide implementation of preventive measures during organization of work and working process in order to protect the safety of the employees; i) to provide and deliver to the employees engaged on execution of works the means of work, i.e. personal protection equipment in accordance with the Health and Safety at Work Law; j) to immediately inform the Service Provider regarding any changes affecting the employees health and safety; k) to submit all documentation regarding the engaged subcontractors at the site relevant for the provision of services under this contract to the Service Provider.	bezbednost i zdravlje na radu i da sankcioniše nepoštovanje istih; c) da u svemu ispoštuje predloge, uputstva i/ili preporuke Pružaoca usluga u pogledu poboljšanja bezbednosti i zdravlja na radu; d) da u svemu ispoštuje pismeni nalog Pružaoca usluga o zabrani rada na radnom mestu ili upotrebu sredstva za rad, u slučaju kada Pružalac usluga utvrdi neposrednu opasnost po život i zdravlje zaposlenih; e) da na izvođenju radova angažuje samo kvalifikovane, zdravstveno sposobne i obučene (osposobljene) zaposlene; f) da za angažovane radnike pre raspoređivanja na radnim mestima sa povećanim rizikom obezbedi propisane lekarske preglede; g) da je oprema za rad (mašine i uređaji) pre postavljanja na mesto rada pregledana i proverena u pogledu ispravnosti za rad i da ista poseduje propisanu dokumentaciju na srpskom jeziku; h) da se prilikom organizovanja rada i radnog procesa, obezbede preventivne mere, radi zaštite života zaposlenih; i) da se zaposlenima na izvođenju radova obezbede i daju na upotrebu sredstva za rad, odnosno sredstva i oprema za ličnu zaštitu na radu u skladu sa propisima Zakona o bezbednosti i zdravlju na radu; j) da o svim promenama koje utiču na bezbednost i zdravlje na radu zaposlenih bez odlaganja obavesti Pružaoca usluga; k) da Pružaocu usluga dostavi svu dokumentaciju od značaja za pružanje usluga iz ovog Ugovora u vezi sa svojim podizvođačima radova na gradilištu.
4.7. Failure to comply with the obligations of the Client referred to in the previous paragraph, exclude the responsibility of the Service Provider in terms of health and safety at work, in case of possible consequences for the Client, arising from the Client's default.	4.7. Nepoštovanje obaveza Klijenta iz prethodnog stava ovog člana, isključuje odgovornost Pružaoca usluga u pogledu bezbednosti i zdravlja na radu, za slučaj eventualnih posledica za Klijenta, koje nastanu u vezi sa propuštanjem Klijenta.
4.8. The Client is obliged to translate all the documents provided to the Service Provider written other than in English or in Serbian into either English or Serbian. The Client is not obliged to translate the	4.8. Klijent se obavezuje da prevede na engleski ili srpski jezik sva dokumenta dostavljena Pružaocu usluga, sačinjena na drugom jeziku osim engleskog ili srpskog jezika. Klijent nije dužan da prevodi dokumente

documents written in foreign language, received from any third party, in case that Service Provider does not understand the same.	sačinjene na stranom jeziku dobijene od trećeg lica na stranom jeziku u slučaju da ga Pružalac usluga ne razume.
Article 5 – Obligations of the Service Provider	Član 5 – Obaveze Pružaoca usluga
5.1. The Service Provider is obliged to cooperate with the Client and the Client's representatives against any third party in accordance with the Contract.	5.1. Pružalac usluga je dužan da sarađuje sa Klijentom i predstavnicima Klijenta protiv bilo koje treće strane skladu sa Ugovorom.
5.2. The Service Provider is obliged to provide the Client all services relating to health and safety at work and the environment protection matters, which are in accordance with the requirements of the Client as well as required by the laws of Republic of Serbia.	5.2. Pružalac usluga se obavezuje da Klijentu pruži sve usluge u vezi sa bezbednošću i zdravljem na radu i zaštitom životne sredine, u skladu sa potrebama Klijenta i zahtevima propisa Republike Srbije.
5.3. The Service Provider shall ensure the required insurance of his staff (mandatory social insurance and additional insurance based on agreement executed with an insurance company) including: insurance in case of illness, accident or death of the employee as well as insurance in case of disability of workers engaged permanently or temporarily in respect to the Project.	5.3. Pružalac usluga je dužan da obezbedi neophodno osiguranje svog osoblja (obavezno socijalno osiguranje i dodatno osiguranje na osnovu ugovora sa društvom za osiguranje), uključujući: osiguranje u slučaju bolesti, povreda na radu ili smrti radnika kao i osiguranje u slučaju nastanka invaliditeta radnika angažovanih stalno ili privremeno u vezi sa Projektom.
5.4. The Client may request the Service Provider to issue some collateral (security) for untimely execution of contractual obligations.	5.4. Klijent može zahtevati od Pružaoca usluga da pruži određeno sredstvo obezbeđenja (obezbeđenje) za neblagovremeno izvršenje ugovornih obaveza.
5.5. The Service Provider is obliged to pay the salaries and other remunerations to its staff on time and provide them transportation (including car) and working materials such as computer, printer, printing paper, stapler and puncher, unless otherwise specified in the Contract.	5.5. Pružalac usluga preuzima obavezu da blagovremeno isplaćuje zarade i druga primanja svom osoblju, kao i da osoblju obezbedi prevoz (uključujući i auto) i radni materijal kao što je kompjuter, štampač, papir za štampanje, heftalica i sprava za perforiranje, osim ukoliko je drugačije predviđeno ovim Ugovorom.
5.6. The Service Provider is obliged to prepare and deliver all the documents referred to in this Contract, including the risk assessment act and related documents, to the Client or the competent authority ahead of schedule determined by the Client, and at the Service Provider's expense.	5.6. Pružalac usluga se obavezuje da pripremi i dostavi sve dokumente predviđene ovim Ugovorom, uključujući Akt o proceni rizika i povezane dokumente, Klijentu ili nadležnom organu i pre roka koji odredi Klijent, a o svom trošku.
5.7. The Service Provider shall deliver to the Client the weekly reports, monthly report, all the records, meeting minutes and all the	5.7. Pružalac usluga se obavezuje da Klijentu dostavlja nedeljne izveštaje, mesečne izveštaje, sve beleške,

explicitly, directly and immediately inform the Client's representative in case of an immediate danger to life and health of Client's staff and life and health of other persons present at the construction site and Client's office during the execution of the Project by the Contractor or the Sub-Contractor.	eksplicitno, direktno i bez odlaganja obavesti predstavnika Klijenta u slučaju neposredne opasnosti po život i zdravlje osoblja Klijenta i po život i zdravlje drugih lica koja se nalaze na gradilištu i poslovnom prostoru Klijenta tokom izvođenja Projekta od strane Izvođača radova i Podizvođača.
Article 6 – Contract price	Član 6 – Ugovorna cena
6.1. All services will be paid on a monthly basis in a fixed amount for all types of services, according to the following positions under the Contract: a) Monthly fee per person engaged for safety and health matters (for Article 7) is 188.000,00 RSD without VAT; b) Monthly fee for the services referred to in the Article 8 is 43.200,00 RSD without VAT; c) Monthly fee for the services referred to in the Article 9 is 28.000,00 RSD without VAT; which amounts to a total of 259,200.00 dinars VAT. The Service Provider will bear the cost of remuneration for night work of its staff, as well as cost of the overtime work in emergency situations. If the Client acts as a consortium in accordance with the regulations of the Republic of Serbia, each member of the consortium must hire its own person for safety and health at work - point 6.1 a) of the Agreement. Other positions would be common to all members of the consortium - points 6.1 b) and c) of the Agreement.	6.1 Sve usluge biće plaćane na mesečnom nivou, u fiksnom iznosu za sve vrste usluga, prema sledećim pozicijama iz Ugovora: a) Mesečna naknada po angažovanom licu za pitanja bezbednosti i zdravlja (za član 7) je 188.000,00 dinara bez PDV-a; b) Mesečna naknada za usluge iz člana 8 je 43.200,00 dinara bez PDV-a; c) Mesečna naknada za usluge iz člana 9 je 28.000,00 dinara bez PDV-a; što ukupno iznosi 259.200,00 dinara vez PDV-a. Pružalac usluga će snositi sve troškove naknada za noćni rad svog osoblja, kao i troškove prekovremenog rada u hitnim situacijama. Ukoliko Klijent nastupa kao konzorcijum u skladu sa propisima Republike Srbije svaki član konzorcijuma mora angažovati svoje lice za bezbednost i zdravlje na radu-tačka 6.1 a) Ugovora. Ostale pozicije bi bile zajedničke za sve članove konzorcijuma- tačka 6.1 b) i c) Ugovora.
6.2. The VAT (value added tax) rate is 20% (twenty percent).	6.2. PDV stopa (porez na dodatu vrednost) iznosi 20% (dvadeset procenata).
6.3. The service monthly fees referred to in paragraph 6.1 are fixed and will be valid during the term of this Contract. The Service Provided is not to allowed to increase the mentioned amounts during the term of this Contract for no reason whatsoever.	6.3. Mesečne naknade za usluge iz stava 6.1 su fiksne i iste će biti na snazi za vreme važenja ovog Ugovora. Pružalac usluga nema pravo da poveća pomenute iznose za vreme trajanja ovog Ugovora iz bilo kog razloga
6.4. Other services related to health and safety	6.4 Druge usluge u vezi sa zdravljem i zaštitom

other documents related to health and safety and environmental protection matters determined by this Contract within the period agreed between the Parties hereto.	zapisnike sa sastanaka i sve ostale dokumente u vezi sa bezbednošću i zdravljem na radu i zaštitom životne sredine predviđene ovim Ugovorom u roku dogovorenom između Ugovornih strana.
5.8. The Service Provider shall organize and hold the weekly health and safety meetings at the site.	5.8 Pružalac usluga će organizovati i održavati nedeljne sastanke u vezi sa bezbednošću i zdravljem na radu na gradilištu.
5.9. The Service Provider shall send the required number of staff to the site in order to perform the services stipulated in the Article 7 of this Contract for the Client, and/or the Supervisor at the site, Labour Inspectorate, during agreed working hours, and always in case of an emergency, regardless of the working hours defined by this Contract.	5.9 Pružalac usluga će slati neophodan broj osoblja na gradilište radi pružanja usluga iz Člana 7 ovog Ugovora da bi se obezbedila usluga na licu mesta prema Klijentu, Nadzoru na gradilištu ili Inspektoratu rada, u toku dogovorenog radnog vremena, kao i uvek u vanrednim situacijama, nezavisno od radnog vremena definisanog ovim Ugovorom.
5.10. The Service Provider is obliged to appoint its representative for the purpose of this Contract and inform the Client accordingly.	5.10 Pružalac usluga je dužan da imenuje svog predstavnika za potrebe ovog Ugovora i da o tome obavesti Klijenta.
5.11. The Service Provider shall indemnify the Client against all claims, proceedings, damages, costs, charges and expenses in respect of death or injury suffered by the Client's staff or loss of or damages to property and all fees and penalties imposed by the competent authorities due to any act or neglect of Service Provider's staff.	5.11 Pružalac usluga će pružiti obeštećenje Klijentu od svih potraživanja, postupaka, šteta, troškova, naknada i troškova u slučaju smrti ili povrede osoblja Klijenta ili gubitaka ili štete na imovini i svih provizija i kazni određenih od strane nadležnih organa u vezi sa bilo kojom radnjom ili propuštanjem osoblja Pružaoca usluga.
5.12 . The Service Provider is obliged to be present at the construction site and Client's office space, and, if necessary, to visit the Client in urgent and emergency cases according to Client's call.	5.12 Pružalac usluga je dužan da bude prisutan na gradilištu i u poslovnom prostoru Poslodavca i po potrebi, da poseti Klijenta u hitnim i vanrednim slučajevima na Klijentov poziv.
5.13 The Service Provider is obliged to assist the Client in preparing and submitting the claim against the insurance company and third parties in the event of any damages occurred in respect to the safety, health and environmental protection issues.	5.13 Pružalac usluga je dužan da asistira Klijentu prilikom pripreme i podnošenja slučaju podnošenja tužbe prema osiguravajućem društvu i trećim licima u slučaju nastanka štete u vezi sa pitanjima bezbednosti, zdravlja i zaštite životne sredine.
5.14 The Service Provider is obliged to inspect and test equipments for work at the site.	5.14 Pružalac usluga je dužan da pregleda i testira opremu za rad na gradilištu.
5.15 The Service Provider is obliged to provide Induction training of employees for safe and healthy work.	5.15 Pružalac usluga je dužan da obezbedi uvodnu obuku zaposlenih za bezbednost i zdravlje na radu.
5.16 The Service Provider is obliged to	5.16 Pružalac usluga se obavezuje da

at work and environmental protection of things, which are in accordance with the requirements of the laws of the Republic of Serbia: - preparation of project-technical documentation in the field of safety and health at work and in the field of environmental protection (Plan of safety and health measures at work, Plan of environmental protection measures, preparation Acts on risk assessment at the workplace and working environment for the Project, the Study on the arrangement of the construction site and submission to the Labor Inspectorate) - service of inspection and verification of equipment for work, - working environment testing services (microclimate, lighting, physical and chemical hazards), - training of employees for safe and healthy work, preparation of records and training programs, - site visits is included in the fee specified in the Article 6.	na radu i zaštitom životne sredine stvari, koje su u skladu sa zakonima Republike Srbije: - izrada projektno-tehničke dokumentacije iz oblasti bezbednosti i zdravlja na radu i oblasti zaštite životne sredine (Plan mera bezbednosti i zdravlja na radu, Plan mera zaštite životne sredine, izrada Akta o proceni rizika na radnom mestu i radnoj okolini za navedeni Projekat, Elaborat o uređenju gradilišta i predaja Inspektoratu za rad) - usluge pregleda i provere opreme za rad, - usluge ispitivanja uslova radne okoline (mikroklima, osvetljenost, fizičke i hemijske štetnosti), - osposobljavanje zaposlenih za bezbedan i zdrav rad, priprema evidencija i programa obuke, - obilasci gradilišta je uključeno u iznos naknade precizirane u članu 6.
Article 7 – The service of health and safety at work - health and safety at work manager	Član 7 – Usluge u vezi poslova bezbednosti i zdravlja na radu – lice za bezbednost i zdravlje na radu
7.1 The service of health and safety at work: - Representing the Client at the meetings with the representatives of the Investor, the Engineer, the Subcontractors, relevant bodies of Labour Inspectorate and Inspectorate of Environmental protection, bodies of sector for rescuing and fire protection, team-involvement on duty in relation to regulations and laws, and will notify the Client in writing by delivery of meeting minutes; - Monitoring and controlling of health and safety measures implementation at work during execution of the Project; - Submission of weekly and monthly Reports in English in respect of health and safety measures at work implementation during execution of	7.1 Usluge u vezi poslova bezbednosti i zdravlja na radu: - Zastupanje Klijenta na sastanima sa predstavnicima Investitora, Inženjera, Podizvođača, relevantnim osobama Inspektorata za rad i Inspektorata za zaštitu životne okoline, organima za spašavanje i protivpožarnu zaštitu, timsko uključivanje na dužnosti u odnosu na propise i zakone i o tome pismeno blagovremeno obavesti dostavom zapisnika Klijentu; - Praćenje i kontrolu primene mera bezbednosti i zdravlja na radu tokom izvođenja Projekta; - Podnošenje nedeljnih i mesečnih izveštaja na engleskom jeziku u pogledu primene mera bezbednosti i zdravlja na radu tokom izvođenja projekta u takvoj

the Project in such form as the Client may prescribe; d) Overview and recording of potential injuries during works execution and types of injuries, as well as coordination with the Client in order to find medical interventions; e) Drafting the Risk assessment act for the Project; f) Organization and professional training of the Client's staff for safe handling of work equipment (construction machines, crane facilities and other) and to ensure the aforesaid staff to get the operation license; g) Training of the Client's staff in the field of occupational health and safety for certain job position; h) Monitoring of safety and functionality of the ancillary construction structures (access and working scaffolds, supporting scaffolding); i) Control of functionality and appropriate use of hand tools, construction equipment, machinery, plant, devices and installations; j) Control of implementation of established safety procedures; k) Control of personal protective equipment used for works on high altitudes, protective helmets and other personal protective devices; l) Making and keeping records in accordance with the established model of existing situation on the site in respect of safety measures implementation (along with photo record); m) To perform control of works suspension at the Project and delivering the report in writing if it is noticed that the safety measures are not applied; n) To conduct reexamination after defect removal in order to abolish measures of temporary works suspension on the Project; o) Daily following the rescue service such as provision of life-rescue facilities during execution of construction works	formi koje može propisati Klijent; d) Pregled i zapis evidencija mogućih povreda tokom izvođenja radova i vrsta povreda, kao i koordinacija sa Klijentom radi iznalaženja lekarske intervencije; e) Rad na Aktu o proceni rizika za projekat; f) Organizacija i sprovođenje stručnog usavršavanja osoblja Klijenta za bezbedno rukovanje opreme za rad (građevinske mašine, dizalice, i sl.) i obezbeđivanje dobijanje dozvola za zaposleno osoblje –rukovaoce; g) Obučava osoblje klijenta za oblast bezbednosti i zdravlja na radu za određen posao – radno mesto; h) Kontrola ispravnosti i funkcionalnosti pomoćnih građevinskih objekata (pristupne i radne skele, podržavajući skele); i) Kontrola funkcionalnosti i odgovarajuće upotrebe ručnih alata, građevinske opreme, mašina, postrojenja, uređaja i instalacija; j) Kontrola sprovođenja utvrđenih bezbednosnih procedura; k) Kontrola upotrebe zaštitne opreme za radove na visini, zaštitnih šlemova i ostalih zaštitnih uređaja; l) Izrađuje i vodi evidenciju u skladu sa utvrđenim modelom postojećeg stanja na terenu u vezi sprovođenja mera bezbednosti (zajedno sa fotozapisima); m) Da vrši kontrolu zabrane izvođenja radova u okviru Projekta i dostavi izveštaj u pismenoj formi ako je primetio da se sigurnosne mere ne primenjuju; n) Da sprovede preispitivanje posle uklanjanja defekta, kako bi se ukinula mera privremene zabrane izvođenja radova projekta; o) Dnevno prati spasilačku službu, kao što su obezbeđivanje spašavanja sa objekata u toku radova na Projektu iznad vode u slučaju potrebe za tim; p) Da sarađuje sa Klijentom na izdavanju i upravljanju ulazom na gradilište sa ID
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above water in a case of need; the lawyer needs to clarify; p) To assist the Client in issuing and managing site-entry with ID cards for the staff of the Investor, Contractor and Subcontractors on the site and make and keep records on visiting the construction site; q) To organize publishing of information and warning boards for appliance of safety measures which should be highlighted on the site; r) To undertake all the steps and measures proscribed by the applicable regulations for the purpose of handling any accident which might occur, and contacting the health services, the Ministry of Internal Affairs and inspection bodies in case of any injury-accident of workers on the site; s) Organization of preliminary and periodical medical examinations of workers on the site; t) Other works according to the provisions of Health and safety at work Law.	karticama za osoblje Investitora, Izvođača i Podizvođača na gradilištu i evidentira i čuva evidenciju poseta gradilišta; q) Da organizuje da se istaknu informacije i table upozorenja za primenu mera bezbednosti koje moraju biti istaknute na gradilištu; r) Da preduzme sve neophodne korake i mere propisane važećim propisima radi upravljanja bilo kakvom nesrećom koja se može dogoditi i kontaktira zdravstvene ustanove, Ministarstvo unutrašnjih poslova i Inspeksijske organe u slučaju bilo kakvih povreda-nesreća radnika na gradilištu; s) Organizuje preliminarne i periodične medicinske preglede radnika na gradilištu, t) Ostali radovi u skladu sa odredabama Zakona o bezbednosti i zdravlju na radu.
Article 8 – Coordinator of the main contractor in the implementation of safety and health measures at work of the engaged subcontractors	Član 8 – Koordinator glavnog izvođača radova u sprovođenju mera bezbednosti i zdravlja na radu angažovanih podizvođača
8.1 Services of the coordinator of the main contractor in the implementation of safety and health measures at work of the engaged subcontractors: a) Team participation in development plan of preventive measures for the Project and Study on site organization for the Client; b) Adjusting the Preventive measures plan for the Project and the Study of the organization of the site for the Client in cooperation with the Client, Engineer and the Investor; c) Coordination of activities regarding the application of measures for elimination of health risks for Employees; d) Coordination of acts on risk assessment of the Sub-Contractors and other legal entities hired for this Project by the	8.1 Usluge koordinatora glavnog izvođača radova u sprovođenju mera bezbednosti i zdravlja na radu angažovanih podizvođača: a) Timsko učešće u razvoju plana preventivnih mera za Projekat i studiju o organizaciji gradilištai za Klijenta; b) Prilagođavanje Plana preventivnih mera za Projekat i Studije o organizaciji gradilišta za Klijenta u saradnji sa Klijentom, inženjerom i investitorom; c) Koordinacija aktivnosti u vezi sa primenom mera za otklanjanje zdravstvenih rizika zaposlenih; d) Koordinacija Akata o proceni rizika Podizvođača i drugih pravnih lica angažovanih za ovaj Projekat od strane Klijenta; e) Da nadgleda da li se radne aktivnosti obavljaju pravilno i bezbedno na

Client; e) To supervise whether working activities are performed correctly and safely on the site and propose the corrective measures (at least once a week and even more frequently when there is an objective need); f) Coordinate the work of safety managers set by the Subcontractors; g) To require that the person in charge for health and safety of the engaged subcontractors to make photos of irregularities that jeopardize the safety and health at work on a construction site at each visit, and if necessary prohibit further work until irregularities are corrected; h) To analyze justification and objectivity of each temporary prohibition to work during the execution of the Project on the site; i) To assist the Client in immediately removing the deficiencies that caused temporary prohibition of works on the site and to approve the continuation of works after deficiency removal; j) To organize meetings with all persons in charge of safety and health at work matters (Investor, Contractor and Subcontractors, i.e. engaged legal entities on the site) at least once a week; k) Coordination of implementation of health and safety measures by the competent authorities and Supervision of works: – Participation in weekly meetings regarding safety, health and environmental protection with the Investor, Engineer and Subcontractors and keeping and submitting the minutes of the meeting to the Client; – Implementation of defined requirements to increase safety of workers during the service period of the Contract; l) Coordination of implementation of health and safety measures and cooperation with authorities of Labour inspectorate of the Republic of Serbia:	gradilištu na gradilištu i predlaže korektivne mere (najmanje jednom nedeljno, a po potrebi i češće ako za to postoji objektivna potreba); f) Kooridinira rad lica za bezbednost i zaštitu na radu postavljenih od strane Podizvođača; g) Da zahtevaju od lica za zdravlje i bezbednost angažovanih podizvođača da vrši fotozapis o nepravilnostima koje ugrožavaju bezbednost i zdravlje na radu na gradilištu pri svakom obilasku i, po potrebi, zabrani dalje izvođenje radova do otklanjanja nedostataka; h) Da analizira opravdanost i objektivnost svake privremene zabrane za vreme izvođenja radova na gradilištu; i) Da pomaže Klijentu da ukloni odmah svaku nepravilnost koja je prouzrokovala privremenu obustavu radova na gradilištu i da odobri nastavak radova po otklanjanju; j) Da organizuje sastanke sa svim licima zaduženim za poslove bezbednosti i zdravlja na radu (Investitor, Izvođač, Podizvođači i ostala pravna lica na gradilištu Klijenta) najmanje jednom nedeljno; k) Koordinacija sprovođenja mera bezbednosti i zdravlja na radu od strane nadležnih organa i nadzora radova: – Učešće u nedeljnim sastancima u vezi bezbednosti, zdravlja i zaštite životne sredine sa Investitorom, Inženjerima i Podizvođačima i vođenje podnošenje zapisnika sa sastanka. – Implementacija definisanih zahteva da se poveća bezbednost radnika tokom trajanja ovog Ugovora; l) Koordinacija impementacije mera bezbednosti i zdravlja na radu i saradnja sa instucijama Inspektorata za rad Republike Srbije: – Operativni dogovor sa Inspekcijom rada, utvrđivanje modaliteta posete gradilišta i kontrole sprovođenja mera bezbednosti i zdravlja; – Organizuje prisustvo pravnog lica - Podizvođača tokom vršenja
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– Operating agreement with the Labor inspectorate, establishing modalities for site visits and monitoring of safety and health measures implementation; – Organized presence of legal entity – Subcontractor during inspection and supervision; – Organization of execution of measures instructed and imposed by the Labour inspectors on the site; m) Coordination of activities in case of injury of workers or other accidents on the site, as follows: – reporting the competent authorities that an accident at work happened on the site (Ministry of Interior of Republic of Serbia and Republic Labour inspectorate), – participation in investigation in case of occurrence of injury, – coordination regarding the implementation of the obligations of legal entities – the Client or Subcontractors (whose worker is injured) and Labour Inspectorate and Ministry of Interior of the Republic of Serbia, – Detailed analysis of each event and accident occurred at the construction site (identifying the source, cause and frequency of the same); n) Coordination of the works regarding the choice of locations for storage of different materials, especially danger substances; o) Supervision of health and safety measures at work and taking prescribed evidence about <u>insight</u> during site visiting; p) Safety supervision during welding, cutting and dealing with easy flammable materials during working process; q) Presence and representation of the Client, during control by relevant organs of Labour inspection, Directorate for environment protection as well as other bodies, and offering	inspekcije i nadzora; – Organizacija izvršenja mera naloženih od strane Inspektora rada na gradilištu; m) Koordinacija aktivnosti u slučaju povrede radnika ili drugih nesreća na gradilištu, i to: – izveštavanje nadležnih organa (Ministarstva unutrašnjih poslova Republike Srbije i republičkog Inspektorata rada) o nezgodama koje se dogode na gradilištu, – Učestvovanje u ispitivanju uzroka nastanka povrede, – koordinira uvođenje obaveza pravnog lica – Klijenta ili Podizvođača (čiji je radnik povređen) sa Inspektoratom rada i Ministarstvom unutrašnjih poslova Republike Srbije, – Detaljna analiza svakog događaja i nesreće na gradilištu (identifikacija izvora, uzroka i frekvencije istog); n) Koordinacija radova u vezi sa izborom lokacija za skladištenje različitih materijala, a posebno opasnih materija; o) Nadzor zdravstvenih i bezbednosnih mera na radu i uzimanje propisanih dokaza o uvidu tokom posete gradilišta; p) Bezbednosni nadzor tokom zavarivanja, rezanja i poslova koji se tiču lako zapaljivih materija u toku procesa rada; q) Prisustvo i predstavljanje Klijenta tokom kontrole od strane nadležnih organa Inspekcije rada, Direkcije za zaštitu životne sredine, kao i drugih organa, kao i ponuda predloga kolektivnih mera radi prevazilaženja nepravilnosti; r) Ostali radovi koji rezultiraju iz odredaba Uredbe o bezbednosti i zdravlju na radu na privremenim ili pokretnim gradilištima i Pravilnikom u vezi bezbednosti i zdravlja na radu pri izvođenju građevinskih radova.
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proposals of collective measures in order to overcome any irregularities; r) Other works resulting from provisions of the Regulation on health and safety at work at temporary or mobile construction sites and Rulebook concerning health and safety in execution of construction works.	
Article 9 – Service of environmental protection	Član 9 – Usluge zaštite životne sredine
9.1. Service of environmental protection: a) Organization and execution of the provision of the Study about the influence on environment as a result of the Project implementation; b) The organization of the sampling and analysis of environmental parameters (soil, canals and groundwater and also the air) in the area of the site and monitoring over the same: – over carrying out sampling of environmental parameters prior to the commencement of the Project, – over carrying out sampling of environmental parameters periodically (depending on phase of the works, technological labor process and introduction of materials that can pollute environment); – over carrying out sampling of environmental parameters after completion of works at each location (traffic lane) where the works were performed; c) Preparing and keeping the prescribed evidence regarding the quantity, method and locations where the waste is disposed; d) Other works resulting from provisions of the Law on environmental protection.	9.1. Usluge zaštite životne sredine: a) Organizaciju i izvršenje odredbe Studije o uticaju implementacije Projekta na životnu sredinu; b) Organizaciju uzorkovanja i analiza parametara životne sredine (zemljište, kanala i podzemnih voda, kao i vazduh) u zoni gradilišta i monitoring istog: – Da se pobrine za uzorkovanje parametara životne sredine pre početka projekta, – Da se pobrine za uzorkovanje parametara životne sredine periodično (u zavisnosti od faze radova, tehnoloških procesa rada i uvođenje materijala koji mogu da zagađuju životnu sredinu); – Da se pobrine za uzorkovanje parametara životne sredine, nakon završetka radova na svakoj lokaciji (saobraćajne trake) gde su se radovi izvodili; c) Vođenje i čuvanje propisane evidencije o količini, načinu i lokacijama gde se odlaže otpad; d) Ostali radovi koji su rezultat odredaba Zakona o zaštiti životne sredine.
Article 10 - Intellectual Property and Confidentiality	Član 10 - Intelektualna svojina i poverljivost
10.1 Intellectual Property The Client keeps all copyright and other intellectual property rights in all the documentation prepared by the Client.	10.1 Intelektualna svojina Klijent zadržava sva autorska i druga prava intelektualne svojine u svu dokumentaciju pripremljena od njegove strane. Pružalac

The Service Provider has the right to copy, use and transmit these documents for the purpose of implementation of its obligations under this Contract at his own expense. The Service Provider is forbidden to give interviews and to communicate with media without the prior written approval of the Client.	usluga ima pravo da kopira, koristi i prenese ove dokumente za potrebe realizacije ovog ugovora o svom trošku. Pružaoču usluga je zabranjeno da daje intervju i da komunicira sa medijima bez prethodnog pisanog odobrenja Klijenta.
10.2 Confidentiality a) All data obtained from the Client and subject to editing, development, preparation, reproduction, studies and training in relation to the work performed by the Service Provider, shall be considered confidential and will not be disclosed to any person, company or corporation, except the Client or when the Client issues a prior written approval that such disclosure can be made. This sub-section remains binding for the Service Provider even after the termination of this Contract regardless of the reason for termination of this Contract. b) Within the validity period of Contract, both parties shall take proper measures to keep the materials or information strictly confidential. c) Either party shall be obliged to keep confidential any secret information of the other party which either party or its personnel may obtain or be accessible to in the course of the performance of this Contract. Either party shall not make use of or disclose such secret information obtained from the other party without prior written permission issued by the other party.	10.2 Poverljivost a) Svi podaci montaže, razvoja, sastavljanja, reprodukovanja, studije i pripreme u vezi sa radom koje dobija Pružalac usluga od strane Klijenta će se smatrati poverljivim i neće biti otkrivene za nijednom licu, preduzeće ili korporacija, osim Klijenta ili koga Klijent odredi. Ovaj podčlan ostaje obavezujuć za Pružaoča usluga i u slučaju raskida ugovora iz bilo kog razloga. b) U vremenskom periodu važenja ugovora, obe strane će preduzeti odgovarajuće mere kako bi materijal ili informacije ostale strogo poverljive. c) Jedna strana - ne obelodanjuje niti otkriva trećim licima bez prethodne pismene saglasnosti druge strane. Obe strane su dužne da čuvaju kao poverljive sve tajne informacije druge strane koje neka strana i njeno osoblje može da dobije ili da bude dostupna u toku obavljanja ugovora. Nijedna strana ne može da koristi niti otkriva takve informacije dobijene od druge strane, bez prethodne pismene dozvole izdate od druge strane.
10.3 Communication Any written communication between the Client and the Service Provider, including notices and instructions relating to this Contract must contain the Contract title and Contract number, and must be sent by mail, courier, fax or transmitted by hand or by E-mail to the following addresses:	10.3 Komunikacija Svaka pisana komunikacija, uključujući obaveštenja i uputstva u vezi sa ovim Ugovorom između Klijenta i Pružaoča usluga mora da sadrži naslov ugovora i broj ugovora i mora biti poslata poštom, kurirom, faksom ili lično ili putem e-maila na sledeće adrese:

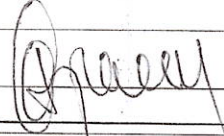


For the Client: Name: CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD Address: Augusta Cesarca 27, Beograd- Savski venac Telephone: 069/3158844 Email: Zhj129931@gmail.com For the Service Provider: Name: Institute ALFAPREVING DOO Address: Internacionalnih brigada 22/21, 11000 Belgrade Telephone: 011/344 97 23 Email: alfapreviing@mts.rs	Za Klijenta: Naziv: CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD Adresa: Augusta Cesarca 27, Beograd- Savski venac Telefon: 069/3158844 Email: Zhj129931@gmail.com Za pružaoca usluga: Naziv: Institut ALFAPREVING DOO Adresa: Internacionalnih brigada 22/21, 11000 Beograd Telefon: 011/344 97 23 Email: alfapreviing@mts.rs
10.4 Change of Address	10.4 Promena adrese
Either Party may change a nominated address or phone number aforesaid to some other address in the country (on the teritorry of Serbia) and phone number. The Party whose contact details were changed is obliged to inform the other Party regarding such change within 1 (one) business day from the change.	Bilo koja strana može da promeni navedene adrese ili brojeve telefona u adresu u zemlji (na teritoriji Srbije) i broj telefona. Strana čiji su podaci promenjeni je obavezana da o tom obavesti drugu stranu u roku od 1 (jednog) radnog dana od dana promene.
Article 11 - Staff of the Service Provider	Član 11 - Osoblje Pružaoca usluga
11.1 The Service Provider is obliged to form a team for implementation of the Contract. All the members of the team are listed, as follows: - Team leader - Prof. dr Dragan Stojanović- - Deputy team leader - B.Sc. Miodrag Tasić- - Coordinator of the main contractor - B.Sc. ing. Miroslav Stanojevic- - Person for safety and health at work - Lazar Prole - Person for safety and health at work - Svetlana Kostadinović	11.1 Pružalac usluga je dužan da formira tim za realizaciju ugovora. Svi članovi tima su navedeni u nastavku: - Rukovodilac tima - Prof. dr Dragan Stojanović - Zamenik rukovodioca tima - Dipl.ing. Miodrag Tasić - Koordinator glavnog izvođača radova - Dipl. ing. Miroslav Stanojević - Lice za bezbednost i zdravlje na radu - Lazar Prole - Lice za bezbednost i zdravlje na radu - Svetlana Kostadinović

11.2 One of the members of the team must Speak English fluently. 11.3 All of the members of the team shall be employed by the Service Provider, and the Service Provider is obliged to submit the explicit evidence of employment, if required.	11.2 Jedan od članova tima mora da odlično govori engleski. 11.3 Svi članovi tima će biti zaposleni od strane Pružaoca usluga i Pružalac usluga je dužan da dostavi eksplicitne dokaze u vezi zapošljavanja ako je potrebno.
12. Language/s	12. Jezik/ci
(a) The language in which the Contract documents drawn up shall be in English except the documents from the third party. (b) The Contract documents are drawn up in more than one language; the Contract shall be construed and interpreted according to the Ruling Language of English. (c) Day to day communication on the site may be in Serbian or English, but all written communication, minutes of meeting, notices and any other contractual communication shall be made bilingual, in both Serbian and English. (d) All documents necessary for the implementation of the Contract and all reports shall be made bilingual, in both Serbian and English. (e) The documentation submitted to the competent bodies of the Labor Inspectorate (Risk Assessment Act, Study on the construction site, etc.) will be in Serbian.	(a) Jezik na kome su doneti dokumenti Ugovora će biti engleski jezik, osim dokumenata treće strane. (b) Ugovorna dokumentacija se sastavlja na više od jednog jezika, a Ugovor će se tumačiti na engleskom jeziku. (c) Svakodnevna komunikacija na gradilištu može biti na srpskom ili engleskom jeziku, ali pisana komunikacija, zapisnici sa sastanka, obaveštenja i druge Ugovorne komunikacije će biti na srpskom i engleskom jeziku. (d) Sva dokumenta neophodna za sprovođenje Ugovora i svi izveštaji će biti na srpskom i engleskom jeziku. (e) Dokumentacija koja se predaje nadležnim organima Inspekcije rada (Akt o proceni rizika, Elaborat o uređenju gradilišta i dr.) će biti na srpskom jeziku.
Article 13 – Payment	Član 13 - Plaćanje
13.1 At the end of each month the Service Provider shall submit to the Client in duplicate a written report - Letters attached to the accounts, each signed by a representative of the Service Provider, in a form prescribed by the Client, indicating the list of services during the respective month along with the value of	13.1 Pružalac usluga dostavlja Klijentu na kraju svakog meseca u dva primerka pismeni izveštaj - pisma vezana za račune, svaki potpisan od strane predstavnika Pružaoca usluga, u formi propisanoj od strane Klijenta, koja sadrže listu usluga koje su pružene tokom meseca zajedno sa vrednošću svake

each service.	usluge.
13.2 Within 3 days from the receipt of the demanding letter from the Service Provider, the Client is required to verify the invoice and to confirm the acceptance of the invoice to the Service Provider. Within 7 days from confirmation, the monthly fee should be paid to the Service Provider's bank account specified in the invoice, in accordance with the Contract.	13.2 U roku od 3 dana od dana prijema zahtevanog pisma od Pružaoca usluga Klijent je dužan da proveri račun i da potvrdi Pružaocu usluga da prihvata fakturu. U roku od 7 dana od potvrđivanja mesečna naknada se plaća na račun Pružaoca usluga naveden u fakturi, u skladu sa Ugovorom.
Article 14 - Validity Period	Član 14 – Period važenja
14.1 The contract will become effective starting from the date of the notification of works by the Investor and will remain in effect until the completion of the Project. 14.2 The Client is entitled to extend the validity period unconditionally and unilaterally 20 (twenty) days prior to the expiry of the same by sending a written notice to the Service Provider.	14.1 Ugovor počinje da važi od dana prijave radova od strane investitora i ostaje na snazi do završetka radova na navedenom Projektu. 14.2 Klijent ima pravo da produži rok važenja bezuslovno i jednostrano 20. (dvadeset) dana pre isteka važenja slanjem pismenog obaveštenja Pružaocu usluga.
Article 15 - Force Majeure	Član 15 – Viša sila
15.1 Should either party be prevented from performing any of its obligations under Contract due to event of Force Majeure, such as war, serious fire, typhoon, earthquake, flood and any other events which could not be expected, avoided and overcome, the affected party shall notify the other party of its occurrence by sending a formal letter with the enclosed certificate proving the existence of some of the mentioned events issued by the competent authorities or agency within fourteen (14) days following its occurrence. 15.2 The affected party shall not be liable for any delay or failure in performing any or all of its obligations due to the event of Force Majeure. However, the affected party shall inform the other party in writing regarding the termination or elimination of the event of Force Majeure without delay. 15.3 Both parties shall proceed with their	15.1 U slučaju da bilo koja strana bude sprečena da obavlja bilo koju od svojih obaveza prema Ugovoru u slučaju više sile, kao što je rat, ozbiljan požar, tajfun, zemljotres, poplava ili bilo koji drugi događaji koji se ne može očekivati, izbeći ni prevazići, pogođena strana će obavestiti drugu stranu o nastanku više sile tako što će poslati formalno pismo sa potvrdom izdatom od strane nadležnih organa ili agencije u roku od četrnaest (14) dana od dana njenog nastanka. 15.2 Pogođena strana neće biti odgovorna za kašnjenja ili neuspeh u izvršavanju nekih ili svih svojih obaveza zbog slučaja više sile. Međutim, pogođena strana obaveštava drugu stranu u pisanoj formi o prestanku ili nestanku slučaja više sile bez odlaganja. 15.3 Obe strane treba da nastave sa svojim obavezama odmah posle prestanka slučaja više sile ili uklanjanje posledica.

obligations immediately after the cease of the event of Force Majeure or removal of the effects.	
Article 16 - Termination of the Contract	Član 16 - Raskid ugovora
16.1 The Client may, without prejudice to any other remedy for the Service Provider's breach of Contract, terminate Contract in whole or in part by a written notice of default sent to the Service Provider, if the Service Provider: (a) Fails to deliver any or all of service reports within 7 (seven) days after the deadline as instructed by the Client; or (b) Fails to make the service reports meet the requirements of the Client. In that case, the correspondence monthly service fees in respect thereof shall not be paid. 16.2 Either party may, without prejudice to any other remedy, terminate Contract in whole or in part by a written notice, if the other party. (a) Fails to perform its confidentiality obligation under Contract; or (b) Fails to perform any other obligations under Contract except minor parts thereof, and does not remedy for its failure within a period of 7 (seven) days upon receipt of the written notice or a period agreed upon between the parties; or (c) Becomes bankrupt or insolvent; or (d) Affected by any event of Force Majeure for more than 90 (ninety) days.	16.1 Klijent može, bez obzira na bilo koji pravni lek, za sledeće kršenje ugovora od strane Pružaoca ovih usluga, raskinuti ugovor u celini ili delimično, putem pismenog obaveštenja koje će poslati Pružaocu usluga, ako Pružalac usluga: (a) Ne dostavi neke ili sve izveštaje usluga u roku od 7 (sedam) dana nakon isteka roka po nalogu klijenta; ili (b) Izveštaj usluga ne ispuni zahteve Klijenta. U tom slučaju, mesečna cena usluge korespondencije neće biti plaćena. 16.2 Bilo koja strana može bez obzira na bilo koji drugi pravni lek, raskinuti ugovor u celini ili delimično, pismenim obaveštenjem i u prilogu poslati eksplicitne dokaze drugoj strani, ako druga strana. (a) Ne izvrši svoju obavezu poverljivosti prema ugovoru; ili (b) Ne uspe da obavlja nijednu drugu obavezu iz ugovora, osim manjih delova, a ne ispravi svoj neuspeh u roku od 7 (sedam) dana od dana prijema pismenog obaveštenja ili dogovorenog roka između strana: ili (c) Postane nesolventna ili bankrotira; ili (d) Bude pogođena bilo kojim slučajem više sile duže od 90 (devedeset) dana.
Article 17- Dispute Resolution	Član 17 - Rešavanje sporova
17.1 All disputes in connection with or arising out of this Contract or the execution of obligations hereunder shall be settled through amicable negotiations. In case no settlement can be reached through negotiations within a maximum of thirty (30) days, the dispute should then be	17.1 Svi sporovi u vezi sa ovim Ugovorom ili koji proizilaze iz ovog Ugovora ili izvršenje istog će biti rešeno kroz prijateljske pregovore. U slučaju da rešenje ne može da se postigne putem pregovora u roku od najviše trideset (30) dana, spor će se voditi pred nadležnim sudom u Beogradu,

submitted for the final resolution to the Commercial Court in Belgrade.	Republika Srbija.
Article 18 - Modification of the Contract	Član 18 - Izmene ugovora
18.1 Attachments hereof shall be integral parts of Contract and have the same legal force as the text of Contract itself. The text of Contract shall prevail in case of any discrepancies between the text of Contract and Attachments.	18.1 Aneksi su sastavni deo Ugovora i imaju istu pravnu snagu kao i sam tekst Ugovora. Tekst Ugovora je merodavan u slučaju neslaganja između teksta ugovora i aneksa.
18.2 All amendments, supplements, subtractions, or alterations to Contract shall be made in written form and become valid upon the signature of the authorized representatives of both parties. The valid amendments, supplements, subtractions, or alterations shall from the integral parts of Contract and shall have the same legal force as the text of Contract.	18.2 Sve izmene, dopune, oduzimanja ili izmena Ugovora vršiće se u pisanoj formi i postaju važeći nakon potpisivanja ovlašćenih predstavnika obe strane. Važeće izmene, dopune, oduzimanja ili promene će biti sastavni deo Ugovora i imaju istu pravnu snagu kao i tekst Ugovora.
Article 19 - Copies and Coming into Force	Član 19 - Kopije i stupanje na snagu
19.1 This Contract shall come into force as of the date of signing by the authorized representatives of each Party hereto.	19.1 Ovaj Ugovor stupa na snagu danom potpisivanja ovlašćenih predstavnika obe strane.
19.2 This Contract is made in English and Serbian language in 6 (Six) identical bilingual counterparts, out of which 3 (three) counterparts are intended for the Client, and the remaining 3 (three) counterparts for the Service Provider.	19.2 Ovaj Ugovor je sačinjen na engleskom i srpskom jeziku, u 6 (šest) identičnih dvojezičnih primeraka, od kojih su 3 (tri) primerka namanjena Klijentu, a preostala 3 (tri) primerka Pružaocu usluga.
19.3 In case of a discrepancy between the English and Serbian version of the Contract, the English language version shall prevail.	19.3 U slučaju nesaglasnosti između verzija Ugovora na engleskom i srpskom jeziku, verzija Ugovora na engleskom jeziku će imati prednost u tumačenju.
For and on behalf of / Za i u ime CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD (The Client / Klijent)	For and on behalf of / Za i u ime INSTITUT ALFAPREVING DOO, BEOGRAD (The Service Provider / Pružalac usluga)
 	 
Zhongzheng Chen Legal representative/Zakonski zastupnik	Dragan Stojanović Director/direktor